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ELLSWORTH C. ALVORD (1964)

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RECORDATION NO. **23491-J**
JUN 1 '01 3:20 PM
Ts
SURFACE TRANSPORTATION BOARD
OF COUNSEL
URBAN A. LESTER

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Second TILC Pledged Equipment Assignment and Assumption, dated as of May 31, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Bill of Sale being filed concurrently with the Board under Recordation Number 23491-I.

The names and addresses of the parties to the enclosed document are:

Assignor: Trinity Industries Leasing
Company
2525 Stemmons Freeway
Dallas, Texas 75207

Assignee: Trinity Rail Leasing I L.P.
2525 Stemmons Freeway
Dallas, Texas 75207

A description of the railroad equipment covered by the enclosed document is:

96 railcars bearing TILX reporting marks and road numbers within series 311100 - 311248 and 5548 - 5559.

Mr. Vernon A. Williams
June 1, 2001
Page Two

A short summary of the document to appear in the index is:

Second TILC Pledged Equipment Assignment and Assumption

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/anm
Enclosures

RECORDING NO. 23491-J

JUN 1 '01 3:20 PM

**SECOND TILC PLEDGED EQUIPMENT
ASSIGNMENT AND ASSUMPTION**

SURFACE TRANSPORTATION BOARD

TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation (the "Assignor"), in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, hereby transfers, assigns and otherwise conveys and grants to TRINITY RAIL LEASING I L.P., a Texas limited partnership (the "Limited Partnership"), and the Limited Partnership hereby acquires and assumes from the Assignor, all of the Assignor's right, title and interest in and to the Existing Pledged Equipment Leases set forth on Schedule I hereto, any and all income and proceeds thereof and any and all obligations of the Assignor thereunder arising on and after the date hereof. This assignment and assumption is made under the Second Pledged Equipment Transfer and Assignment Agreement, dated as of May 31, 2001, by and between the Assignor and the Limited Partnership (the "Agreement").

The Assignor hereby warrants to the Limited Partnership and its successors and assigns that at the time of assignment of the Existing Pledged Equipment Leases, the Assignor has legal and beneficial title thereto and good and lawful right to assign such Existing Pledged Equipment Leases free and clear of all Liens (other than leases of the Existing Pledged Equipment Leases by the Pledged Equipment Lessees as expressly permitted by the Existing Pledged Equipment Leases and other than Permitted Liens of the type described in clauses (iii), (iv) and (v) of the definition thereof), and the Assignor covenants that it will defend forever such title to the Existing Pledged Equipment Leases against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Liens) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the assignment of the Existing Pledged Equipment Leases by the Assignor hereunder. Notwithstanding the provisions above and its and the Limited Partnership's intent that the Assignor transfer, assign and otherwise convey and grant to the Limited Partnership all right, title and interest of the Assignor in the Existing Pledged Equipment Leases, as a precaution only, in the event of any challenge to this Assignment as being in the nature of an absolute assignment rather than a financing, the Assignor hereby also grants the Limited Partnership a security interest in the Existing Pledged Equipment Leases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Agreement provide that this Assignment is other than a transfer, assignment and otherwise conveyance and grant to the Limited Partnership of all right, title and interest of the Assignor in the Existing Pledged Equipment Leases.

The Limited Partnership hereby assumes, and agrees it is unconditionally bound in respect of, as of the date hereof, all duties and obligations of the Assignor under the Existing Pledged Equipment Leases.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in Appendix A to the Equipment Lease Agreement (TRLI 2001-1A), dated as of May 17, 2001, between the Limited Partnership, as Lessee, and TRLI 2001-1A Railcar Statutory Trust, a Connecticut statutory trust, by State Street Bank and Trust Company of Connecticut, National Association, a national banking association, not in its individual capacity except as expressly provided therein but solely as Owner Trustee, as Lessor.

This Assignment and Assumption shall be governed by the laws of the State of New York.

* * *

Second TILC Pledged Equipment Assignment and Assumption

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be
duly executed on the 31st day of May, 2001.

TRINITY INDUSTRIES LEASING COMPANY

By: Eric Marchetto
Name: Eric Marchetto
Title: Vice President

TRINITY RAIL LEASING I L.P.

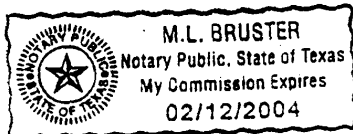
By TILX GP I, LLC.,
its General Partner

By: Eric Marchetto
Name: Eric Marchetto
Title: Vice President

STATE OF Texas)
COUNTY OF Dallas)

SS:

On this 31st of May, 2001, before me personally appeared Eric Marchetto, to me personally known, who being duly sworn, stated that he is the Vice President of Trinity Industries Leasing Company, that said instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



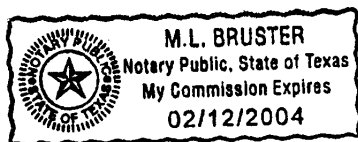
M. L. Bruster
Notary Public

My Commission Expires

STATE OF Texas)
COUNTY OF Dallas)

SS:

On this 31st of May, 2001, before me personally appeared Eric Marchetto, to me personally known, who being duly sworn, stated that he is Vice President of TILX GP I, LLC, the General Partner of Trinity Rail Leasing I L.P., that said instrument was signed on behalf of said limited partnership by said limited liability company as general partner of Trinity Rail Leasing I L.P by authority of its manager(s), and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited partnership and limited liability company.



My Commission Expires

M.L. Bruster
Notary Public

SCHEDULE 1

Existing Pledged Equipment Leases

Ninety-six (96) units identified with marks TILX 5548-5559, 311100, 311102, 311106, 311108-311110, 311112-311114, 311116-311118, 311120, 311122-311125, 311127, 311129-311131, 311134-311135, 311137-311139, 311142-311143, 311145-311150, 311152, 311156-311157, 311159-311160, 311163-311164, 311166, 311172, 311175, 311177, 311182, 311187-311188, 311191-311192, 311194, 311196-311201, 311203, 311206-311207, 311210-311211, 311213-311214, 311218, 311223-311234, 311236, 311239, and 311244-311248 leased pursuant to Riders Thirty (30) and Thirty-three (33) to that certain Railroad Car Lease Agreement, dated May 17, 1979, between TILC and Cargill, Inc.

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: Jan 1, '01


Robert W. Alvord